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**Agreement for Co-tutelle of PhD thesis leading to the award of a Dual Doctoral Degree**

**Between *[name of the partner university] and* The University of Granada**

**within the framework of *[name doctoral programmes or schools at each institution]***

On the one hand***, [Name of Rector or legal representative]***, acting as legal representative and Rector of ***[name of institution],*** a higher education institution recognised by ***[founding norm or statute]***, whose legal domicile is ***[full official address of institution],***

And, on the other, Prof. Pilar Aranda Ramírez, acting on behalf of the University of Granada (Spain), of which she is Rector per Decree 489/2019, dated 4th June (BOJA number 108, June 7th, 2019), Article 20.1 of the Organic Law of Universities 6/2001, dated 21st December, and Article 45,k) of the University of Granada Statutes, the legal domicile of the institution being C/ Cuesta del Hospicio s/n, 18071 Granada (Spain),

**AGREE**

Within the framework of the following regulations governing the obtention of doctoral degrees at:

***[Partner University]:***

And at the University of Granada:

* Royal Decree 99/2011 of 28th January 2011 which regulates doctoral studies at national level in Spain.
* Regulations governing the doctoral studies and the Doctoral Diploma at the University of Granada approved on 30th October 2013
* Regulations governing international co-tutelle of doctoral thesis at the University of Granada, approved on 27th September 2018

**ARTICLES**

 **Article 1. Purpose**

In furtherance of the common aim of stimulating scientific cooperation and promoting the mobility of researchers, this agreement sets out the framework for co-supervision of the doctoral studies of:

Doctoral candidate: ***[Name of doctoral candidate]***

(Hereafter referred to as “the doctoral candidate”)

leading to the award of a double degree of:

 ***[Specify title of expected award by partner University]***

**Doctor por la Universidad de Granada**

The title of the doctoral candidate's research project is: ***[Specify title of the research***

***project]***, and is to be carried out within the framework of ***[name doctoral programmes or schools at each institution]***

A summary of the research project is presented in Appendix 1.

 **Article 2. Application of national legislation and institutional regulations**

Nothing in this agreement shall be taken to overrule national legislation, guidelines and frameworks or institutional regulations covering doctoral studies and the award of doctoral degrees in either of the two countries. All parties commit themselves to acting in conformity with the two institutions' regulations and codes of practice covering doctoral awards and to seeking the resolution by mutual consent of any difficulties that might arise in the interpretation of those regulations.

The doctoral candidate must meet the relevant requirements of both institutions regarding admission to the doctoral programmes, progress, deposit, dissertation and assessment of the doctoral thesis.

 **Article 3. Registration and fees**

***[Please, select one of the following two statements]***

During the period of research work for the development of the joint doctoral thesis***, [name of the doctoral candidate]*** will be registered at both Universities; however, s/he will pay tuition and other fees where applicable only at ***[home University]*** whereas s/he will be enrolled without charge at ***[name of the partner university].***

or

During the period of research work for the development of the joint doctoral thesis, ***[name of the doctoral candidate]*** will be registered at both Universities; s/he shall pay tuition and other fees where applicable at the University at which s/he carries out her/his research work and will be enrolled free of charge at the other University.

In any case, at the University of Granada the doctoral candidate must pay the public fees corresponding to the file opening in the first enrolment and the issuance of the doctoral degree.

 **Article 4. Duration of the doctoral studies and distribution of the working time**

The duration of the research work will be three academic years (possibly extended by one year in accordance with the regulations of the two Institutions), starting from the date of the first registration.

The doctoral candidate and his/her co-supervisors will agree how the doctoral candidate’s working time is to be divided between the two institutions, taking into account the needs of the research and the circumstances of the doctoral candidate.

In all cases, the doctoral candidate must spend a minimum of 6 months at each institution, starting from the date of the first registration and until the day of the defense of the doctoral thesis.

 **Article 5. Insurance cover**

During his/her stay at either university, the doctoral candidate will be responsible for his/her own insurance coverage against illness and accident. During mobility periods, the doctoral candidate must also have insurance covering repatriation in case of accident or illness, as established in local regulations.

 **Article 6. Co-supervisors of the doctoral studies**

The candidate's doctoral studies will be pursued under the joint main supervision of:

•Prof. ***[name of supervisor 1], [Partner University]***

•Prof. ***[name of supervisor 2],*** University of Granada

Both supervisors undertake to carry out to the full extent the role of supervisor of the studies of the doctoral candidate, as defined by the regulations in force at their respective institution, and to support each other in the execution of their duties as supervisors. The two co-supervisors will confer regularly with regard to the progress of the doctoral candidate's studies.

Should either of the supervisors withdraw or be withdrawn from this responsibility during the work leading to the doctoral thesis, s/he will be replaced by the corresponding university in accordance with the regulations in force there. The supervisor responsible for each institution is committed to report any changes that occur in his/her professional and/or academic affiliation with the institution that he/she represents until the thesis is defended. Any change of this kind must be notified to the partner institution and the candidate in due time and approved expressly by both. Should this notification not occur, or approval not be forthcoming, this agreement will terminate automatically. In such cases, the candidate will be guaranteed the possibility to complete his/her doctoral studies at the institution of his/her remaining supervisor.

 **Article 7. Exchange of information**

The two universities, through the two co-supervisors, will communicate to one another all the information and documentation needed for the joint supervision of the candidate's doctoral studies and the preparation and submission of the doctoral dissertation.

For administrative issues, those responsible at each university will be:

***[at partner university:]***

***[Contact data: postal address, email address]***

At the University of Granada:

International School for Postgraduate Studies

International Area

University of Granada

Avda. de Madrid n. 13

18071 Granada, Spain

epinternacional@ugr.es

 **Article 8. Presentation of the doctoral dissertation**

The doctoral dissertation will be presented at ***[the University of],*** as agreed between the doctoral candidate and his/her two supervisors.

The procedures regarding the thesis submission and defense will take place according to the legislation in force in the country where the defense will take place.

In any case, the doctoral candidate must fulfill the requirements for the submission of the doctoral thesis established by the University of Granada. Particularly must obtain permission for the presentation of the thesis following the procedure established by the regulations governing doctoral studies at the University of Granada before the dissertation, as well as to pay the corresponding fee.

 **Article 9. Language**

The doctoral dissertation and its summary will be written in ***[...]***, and the viva voce examination is to be conducted in ***[...],*** as agreed by the doctoral candidate and his/her co-supervisors, taking account of the requirements of the institution where the dissertation is to be submitted.

An extended written summary in the language of the other institution will also be required.

 **Article 10. Examining Board**

The composition of the Board assessing the candidate's dissertation at the viva voce examination will be agreed on by all the parties concerned considering both institutions' regulations and normal practice.

Both supervisors **shall/shall not** be part of the Evaluation Board.

In case the thesis defense ceremony is not organized by the University of Granada, at least one member of the board of examiners must be a permanent teaching staff member from the University of Granada.

If required, the members of the Evaluation Board may participate in the thesis defense ceremony through the videoconference systems enabled by the organizing institution.

In any case, the University of Granada will only assume the travel expenses and daily subsistence allowances of one member of the board representing the partner institution.

 **Article 11. Doctoral degree**

After the formal completion of all requirements necessary to obtain the doctoral degree according to regulations of both partner institutions and on the basis of the submission of a single doctoral thesis, both universities agree to award the corresponding doctoral degree.

The PhD diploma, the certificates and/or diploma supplements issued by either of the universities will make explicit mention of the co-tutelle.

 **Article 12. Intellectual Property Rights**

In the case of generated intellectual property rights the national regulations by which each institution is bound shall be adhered to.

 **Article 13. Data Protection**

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ***(outside EU.)*** and the pertinent regulation on its implementation, as well as the ***[legislation in force in the other country]***

 **Article 14. Entry into force and termination**

The present agreement will take effect upon signature by the representatives of the two institutions and by the doctoral candidate. It will be valid until the end of the university calendar year during which the dissertation is presented.

The present agreement may be terminated:

•by the mutual consent of all parties

•by the doctoral candidate, in writing, giving a summary of the reasons for the decision

•by either university, if a co-supervisor renounces or is relieved of his/her responsibility and a suitable replacement co-supervisor cannot be found

•by either university, should the candidate be in serious and ongoing breach of the

regulations of the university

•by either university if the doctoral candidate fails to make satisfactory academic

progress and the normal procedures of the university for dealing with the problem have

not been effective.

Before termination of the agreement is contemplated, there must be consultation among the parties.

The parties agree to solve in a friendly manner any controversy arising from the interpretation of the present agreement. In the event that the disagreement cannot be resolved, the issue(s) will be submitted for arbitration; each party will appoint a member of the arbitration panel and an additional member will be chosen by mutual consent.

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| **Universidad de Granada** | ***[Partner University]*** |
| RectorPilar Aranda RamírezDate: | Rector***[Nombre del Rector]***Date: |
| ***[Director of the Doctoral School]*** | ***[Coordinator]*** |
| ***[Coordinator of Doctoral Programme]*** | ***[Supervisor of the thesis]*** |
| ***[Supervisor of the thesis]*** |  |

**[Doctoral candidate]**